

# **EXHIBIT 1**

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

### **Acceptance of the Terms of Service**

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), govern your access to and use of [www.pornhub.com](http://www.pornhub.com) ("Pornhub" or the "Website"), including any content, functionality and services offered on or through the Website, whether as a guest or a registered user. These Terms of Service apply to the Website, web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs", or other online or wireless offerings that post a link to these Terms of Service, whether accessed via computer, mobile device or other technology, manner or means.

Please read the Terms of Service carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at <https://www.pornhub.com/information#privacy>, incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.

If you access or use the Website, whether you click to accept or not, you agree to all of the various terms in these Terms of Service. If you do not understand all of these Terms of Service, you should consult an attorney before agreeing to any of the Terms of Service.

You consent to entering these Terms of Service electronically, and to storage of records related to these Terms of Service in electronic form.

When using the Website, you shall be subject to any posted rules, community guidelines, or policies. Such rules, guidelines, and policies are hereby incorporated by reference into these Terms of Service. We may also offer other websites that are governed by different Terms of Service.

### **Ability to Accept Terms of Service**

You affirm that you are at least 18 years of age or the age of majority in the jurisdiction you are accessing the Website from, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 or the applicable age of majority, you are not permitted to submit personal information to us or use the Website. You also represent that the jurisdiction from which you access the Website does not prohibit the receiving or viewing of sexually explicit content.

### **Changes to the Terms of Service**

We may modify or revise these Terms of Service from time to time in our sole discretion and you agree to be bound by such modifications or revisions. Although we may attempt to notify you when major changes are made to these Terms of Service, you are expected to periodically review the most up-to-date version found at <https://www.pornhub.com/information#terms>, so you are aware of any changes, as they are binding on you.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

If we change anything in these Terms of Service, the change will be reflected in the "last modified date". You agree that you will periodically review these terms and refresh the page when doing so. You agree to note the date of the last revision of these terms. If the "last modified" date is unchanged from the last time you reviewed these terms, then they are unchanged. On the other hand, if the date has changed, then there have been changes, and you agree to re-review the terms, and you agree to the new ones.

All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. The updated version supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect. If you do not review new terms as posted, then you agree that you have waived your right to do so, and you are therefore bound by the updated conditions, even if you failed to review the new ones. You are on notice of changes, and your failure to review the amended terms is your own omission. By continuing to use the Website subsequent to us making available an amended version of these Terms of Service, you thereby acknowledge, agree to and consent to such amendment.

### **About Our Website**

The Website allows for uploading, sharing and general viewing of various types of adult-oriented content by registered and unregistered users who desire to share and view visual depictions of adult-oriented content, including sexually explicit images. In addition, the Website contains texts, messages, files, data, information, images, photos, videos, recordings, materials, code or content of any kind and other materials posted/uploaded by users.

The Website may contain links to third party websites that are not owned or controlled by the Website. The Website has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Website will not and cannot censor or edit the content of any third-party site. By using the Website you expressly relieve it from all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms, conditions, and privacy policy of each other website that you visit.

The Website is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by the Website.

This Website is for adult-oriented content. Other categories of content may be deleted.

You understand and acknowledge that when using the Website, you will be exposed to content from a variety of sources, and that the Website is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Website with respect thereto, and agree to indemnify and hold the Website, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees,

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Website;
- ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy found at <https://www.pornhub.com/information#privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential and, you must not disclose it to any other person or entity and you are fully responsible for all activities that occur under your user name or password. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security by contacting us at: [support@pornhub.com](mailto:support@pornhub.com). You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Although the Website will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Website or others due to such unauthorized use.

If you interact with us or with third-party service providers, and you provide information, including account or credit card or other payment information, you agree that all information that you provide will be accurate, complete, and current. You will review all policies and agreements applicable to use of third party services. In the event you use our Website over mobile devices, you hereby acknowledge that your carrier's normal rates and fees, such as excess broadband fees will still apply.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

You acknowledge that the Website reserves the right to charge fees for its services and website access and to change its fees in its complete and sole discretion.

### **Limited, Conditional License to Use Our Intellectual Property**

Pornhub and our associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names and logos used on or through the Website, such as trademarks, service marks, names or logos associated with third party Content providers, are the trademarks, service marks or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks or logos.

The inclusion of images or text containing the trademarks or service marks or the name or likeness of any person, including any celebrity, does not constitute an endorsement, express or implied, by any such person, of the Website or vice versa.

The Website and certain materials available on or through the Website are content we own, authored, created, purchased, or licensed (collectively, our "Works"). Our Works may be protected by copyright, trademark, patent, trade secret and/or other laws, and we reserve and retain all rights in our Works and the Website.

We hereby grant you a conditional, royalty-free, limited, revocable, non-sublicensable, and non-exclusive license to access our our Website and Works solely for your personal use in connection with using the Website.

We grant you a conditional and limited license to access, view and display Website and Works, and to create and display transient copies of the Website and Works as necessary to view them, conditioned upon your agreement to display the Website whole and intact as presented by the Website host, complete with any advertising, to not interfere with the display of any advertising, and to not use ad blocking software of any kind. This limited license is further conditioned upon your agreement not to use any information obtained from or through the Website to block or interfere with the display of any advertising on the Website, or for the purpose of implementing, modifying or updating any software or filter lists that block or interfere with the display of any advertising on the Website. Interference with the display of any advertising on the Website, use of ad blocking software to block or disable any advertising while viewing the Website, or use of information obtained from or through the Website to update any ad blocking software or filter lists, is prohibited, violates the conditions of your limited license to view the Website and Works and constitutes copyright infringement.

You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display the Website and Works or any adaptations thereof unless

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

expressly set forth herein. Such conduct would exceed the scope of your license and constitute copyright infringement.

The Website provides an "Embeddable Player" feature, which you may incorporate into your own websites for use in accessing the Content on the Website. You may not modify, build upon or block any portion or functionality of the Embeddable Player in any way, including but not limited to links back to the Website.

The above described license is conditioned on your compliance with these Terms of Service, including, specifically, your agreement to view the Website whole and intact as presented by the website host, complete with any advertising, and shall terminate upon termination of these Terms of Service. If you breach any provision of these Terms of Service, any license you have obtained will be automatically rescinded and terminated. In order to protect our rights some Content made available on the Website may be controlled by digital rights management technologies, which will restrict how you may use the Content. You must not circumvent, remove, delete, disable, alter or otherwise interfere with any digital rights management technology. Such conduct is prohibited by law.

If the Website allows you to download or otherwise copy our Works, you are not buying or being gifted copies thereof. Instead, you are licensing a limited, revocable, non-sublicensable, and non-exclusive right to possess and use the copies for personal, non-commercial use, subject to specific terms and conditions (the "Download License"). Under this Download License you may not thereafter reproduce, distribute, communicate to the public, make available, adapt, publicly perform, or publicly display the Website and Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your Download License and constitute copyright infringement. At the expiration of your Download License or the termination of these Terms of Service, you will delete or otherwise dispose of all copies of Works in your possession.

### **Content Posted by Users**

The Website may contain message boards, chat rooms, personal web pages or profiles, playlists, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to upload, post, create, submit, publish, make available, send, share, communicate, display or transmit to other users or other persons (collectively, "post") content, data, information, videos, images, recordings, materials, code or content of any kind (collectively, "Content") on or through the Website.

As a Website account holder you may submit Content to the Website and other Websites linked to the Website including videos and user comments. You understand that the Website does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of posting, uploading, publishing transmitting or otherwise making available your Content on the Website. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not us, have full responsibility for such Content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any Content posted by

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

you or any other user of the Website. We do not control Content you submit or contribute and we do not make any guarantee whatsoever related to Content submitted or contributed by users. Although we sometimes review Content submitted or contributed by users, we are not obligated to do so. Under no circumstances will we be liable or responsible in any way for any claim related to Content submitted or contributed by users.

You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to the Website all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Website pursuant to these Terms of Service.

You further agree that Content you submit to the Website will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant to the Website all of the license rights granted herein.

For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to the Website, you hereby grant the Website a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sublicenseable and transferable license to use, exploit, reproduce, distribute, prepare derivative works of, display, communicate, and perform the Content in connection with the Website's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Content. In no circumstances will we be liable to you for any exploitation of any Content that you post. You also hereby grant each user of the Website a non-exclusive, royalty free license to access your Content through the Website, and to use, reproduce, distribute, display, communicate and perform such Content as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in video Content you submit to the Website terminate within a commercially reasonable time after you remove or delete your videos from the Website. You understand and agree, however, that the Website may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

The Website does not endorse any Content submitted to it by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and the Website expressly disclaims any and all liability in connection with Content. The Website does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and the Website will remove all Content if properly notified that such Content infringes on another's intellectual property rights. The Website reserves the right to remove Content without prior notice.

All Content you submit must comply with the Content standards set out in these Terms of Service.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

If any of the Content that you post to or through the Website contains ideas, suggestions, documents, and/or proposals to us, we will have no obligation of confidentiality, express or implied, with respect to such Content, and we shall be entitled to use, exploit or disclose (or choose not to use or disclose) such Content at our sole discretion without any obligation to you whatsoever (i.e., you will not be entitled to any compensation or reimbursement of any kind from us under any circumstances).

In the process of posting Content to the Website, you may be asked to provide some personally identifying information, such as your name, address, e-mail address, a password, and other documentation. You may also be asked to provide such information in order to use certain features of the Website.

We will keep a record of the information you provide, including your personally identifiable information. That information may be linked in our records to other information you provide, including Content. We will not provide your name or other personally identifying information to our advertisers or business partners without your permission. Please note that some of the information you provide in registering for and using the Website, including the name used in registering for and using the Website or other personally identifying information, may be displayed to other members of the Website, and may become public. In addition, we may disclose the personally identifying information and documentation you provide in some limited circumstances.

### **Prohibited Uses**

You agree that you will only use the Website and our services for the lawful purposes expressly permitted and contemplated by these Terms of Service. You may not use the Website and our services for any other purposes, including commercial purposes, without our express written consent.

You agree that you will view the Website and its content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying the Website or eliminating any of the content of the Website, including ads. By using the Website you expressly agree to accept advertising served on and through the Website and to refrain from using ad blocking software or to disable ad blocking software before visiting the Website.

You agree that you will not use or attempt to use any method, device, software or routine to harm others or interfere with the functioning of the Website or use and/or monitor any information in or related to the Website for any unauthorized purpose. Specifically, you agree not to use the Website to:

- violate any law (including without limitation laws related to torts, contracts, patents, trademarks, trade secrets, copyrights, defamation, obscenity, pornography, rights of publicity or other rights) or encourage or provide instructions to another to do so;
- act in a manner that negatively affects other users' ability to use the Website, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

- post any Content that depicts any person under 18 years of age (or older in any other location in which 18 is not the minimum age of majority);
- post any Content for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over 18 years of age (or older in any other location in which 18 is not the minimum age of majority);
- post any Content depicting child pornography, rape, snuff, torture, death, violence, or incest, racial slurs or hate speech, (either aurally or via the written word);
- post any Content that contains falsehoods or misrepresentations that could damage the Website or any third party;
- post any Content that is obscene, illegal, unlawful, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes or any other form of unauthorized solicitation;
- post any Content containing sweepstakes, contests, or lotteries, or otherwise related to gambling;
- post any Content containing copyrighted materials, or materials protected by other intellectual property laws, that you do not own or for which you have not obtained all necessary written permissions and releases;
- post any Content which impersonates another person or falsely state or otherwise misrepresent your affiliation with a person;
- deploy programs, software or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
- deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- exceed your authorized access to any portion of the Website;
- remove, delete, alter, circumvent, avoid or bypass any digital rights management technology, encryption or security tools used anywhere on the Website or in connection with our services;
- collect or store personal data about anyone;
- alter or modify without permission any part of the Website or its content, including ads;
- obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Website;
- exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website without our prior written consent;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any information obtained from or through the Website to block or interfere with the display of any advertising on the Website, or for the purpose of implementing, modifying or updating any software or filter lists that block or interfere with the display of any advertising on the Website;
- use any device, bots, scripts, software or routine that interferes with the proper working of the Website or that shortcut or alter Website functions to run or appear in ways that are not intended by Website design;
- introduce or upload any viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots, corrupted files or any other similar software, program or material which is malicious or technologically harmful or that that may damage the operation of another's property or of the Website or our services;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of the Website.

#### **Monitoring and Enforcement; Termination**

We have the right to:

- remove or refuse to post any Content you submit or contribute to the Website for any or no reason in our sole discretion,
- take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for us,
- disclose your personally identifying information or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights or their right to privacy,
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website,
- terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through the Website. YOU WAIVE AND HOLD US HARMLESS AND OUR SITE OPERATOR, ITS PARENT CORPORATION, THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the Website may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept or remove any Content posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages or private instant messages) by you, and we may, in our sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of the Website in an appropriate manner. Without limitation, we may do so to address Content that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms of Service or any applicable additional terms, including, without limitation, the Content restrictions set forth herein.

However, we do not undertake to review Content before it is posted on the Website, and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

### **Account Termination Policy**

While pornographic and adult-oriented Content is accepted, the Website reserves the right to decide whether Content is appropriate or violates these Terms of Service for reasons other than copyright infringement and violations of intellectual property rights, such as, but not limited to, obscene or defamatory material. The Website may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

If you violate the letter or spirit of these Terms of Service, or otherwise create risk or possible legal exposure for us, we can terminate access to the Website or stop providing all or part of the Website to you.

### **Copyrights and Other Intellectual Property**

The Website respects the intellectual property of others, and requires that you do the same. You may not upload, embed, post, email, transmit or otherwise make available any Content that infringes any

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

copyright, patent, trademark, trade secret, privacy, publicity or other proprietary rights of any person or entity.

The Website operates a clear Copyright Policy in relation to any Content alleged to infringe the copyright of a third party. Details of that policy can be found at <http://www.pornhub.com/information#dmca>. If you believe that any Content violates your copyright, please see our Copyright Policy <http://www.pornhub.com/information#dmca> for instructions on sending us a notice of copyright infringement.

As part of our Copyright Policy, the Website will terminate user access to the Website if, under appropriate circumstances, a user has been determined to be a repeat infringer.

The Website is not in a position to mediate trademark disputes between users and trademark owners. Accordingly, we encourage trademark owners to resolve any dispute directly with the user in question. If the trademark owner is unable to reach a resolution with the user, it may send us a notice at [legal@Pornhub.com](mailto:legal@Pornhub.com). The Website is willing to perform a limited investigation of reasonable complaints and will remove content in clear cases of infringement.

#### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes Content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

#### **Information about You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy <https://www.pornhub.com/information#privacy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

### **Collection and Use of Your Usage Information by Advertisers and Others**

The Website allows others to display advertisements using the Website. These third parties use technology to deliver advertisements you see using the Website directly to your browser. In doing so, they may automatically receive your IP, or "Internet Protocol", address. Others that place advertising using the Website may have the ability to use cookies and/or web beacons to collect information, including information about your usage of the Website. We do not control the processes that advertisers use to collect information. However, IP addresses, cookies and web beacons alone generally cannot be used to identify individuals, only machines. Therefore, advertisers and others whose advertisements or content may be provided through the Service generally will not know who you are unless you provide additional information to them, by responding to an advertisement, by entering into an agreement with them, or by some other means.

### **Linking to the Website and Social Media Features**

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on this Website;
- send e-mails or other communications with certain content, or links to certain content, on this Website;
- cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over, and assumes no responsibility for, the contents, privacy policies, or practices of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content or advertising does not imply approval or endorsement thereof by us. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Further, you agree to release us from any and all liability arising from your use of any third-party website, content, service, or software accessed through the Website.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Website, are solely between you and such third parties. You agree that the Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence on the Website.

### **Permitted Disclosures of Personal Information**

The Website generally does not collect personally identifiable information (data such as your name, email address, password, and the content of your communications) unless you submit or communicate Content through the Website, or register with us in order to use certain features of the Website. The Website will not disclose any personally identifiable information it collects or obtains except: (i) as described in these Terms of Service or our Privacy Policy; (ii) after obtaining your permission to a specific use or disclosure; (iii) if the Website is required to do so in order to comply with any valid legal process or governmental request (such as a court order, search warrant, subpoena, civil discovery request, or statutory requirement); (iv) as required to protect the Website's property, safety, or operations, or the property or safety of others; or (v) to a person that acquires the Website, or the assets of the Website's operator in connection with which such information has been collected or used; or (vi) as otherwise required by law.

### **Indemnification**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Website, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website. You agree that we shall have the sole right and obligation to control the legal

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

### **Disclaimers**

YOU USE THE WEBSITE AT YOUR SOLE RISK. WE PROVIDE THE WEBSITE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, ITS SITE OPERATOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITE AND GOODS OR SERVICES PURCHASED AND OBTAINED THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITE.

WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE OR THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR SERVICES. THE WEBSITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND, THE WEBSITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

To the fullest extent allowed by law, the Website, its site operator, its parent corporation and their respective officers, directors, employees, and agents shall not be responsible or liable to you for any loss or damage of any sort incurred as the result of the following:

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

- delaying, rejecting or removing any or all Content at any time for any or no reason whatsoever with or without notice to you,
- modifying or discontinuing temporarily or permanently, the Website (or any part thereof) with or without notice to you for any or no reason whatsoever,
- immediately terminating your access to the Website for any or no reason whatsoever and with or without notice to you,
- the accuracy, usefulness or availability of any information posted to or through the Website,
- any user Content that does not get recorded, or is deleted, or for any similar unsatisfactory results or user Content,
- any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of your use of any Content posted, emailed, transmitted, or otherwise made available via the Website,
- personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website,
- any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
- any interruption or cessation of transmission to or from our Website,
- any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our Website by any third party, and/or
- any loss or damage of any sort incurred by you as a result of interactions you have with third-party advertisements or service providers, or third-party websites, found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, policies, warranties or representations associated with such dealings.

In no event shall we be liable to you for any incidental, indirect, punitive, statutory, exemplary, expectation, special, or consequential damages whatsoever (including damages for loss of profit, loss of goodwill, interruption, loss of business information or any other financial loss) in association with any individual or class-action claim, or any loss, damage, action, suit or other proceeding relating to or arising under or out of the Terms of Service, even if we have been notified of the possibility of such damages, whether the action is founded upon contract, infringement of intellectual property rights, tort, negligence or other grounds.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE WEBSITE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

### **Governing Law**

These Terms, your use of the Website, and the relationship between you and us shall be governed by the laws of Cyprus, without regard to conflict of law rules. You agree that: (i) the Website shall be

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

deemed solely based in Cyprus; and (ii) the Website shall be deemed a passive Website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Cyprus. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate court located in Limassol, Cyprus. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding.

Any claim by you that may arise in connection with these Terms will be compensable by monetary damages and you will in no event be entitled to injunctive or other equitable relief.

### **Limitation on Time to File Claims**

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Your Comments and Concerns**

This website is operated by MG Freesites Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy <http://www.pornhub.com/information#dmca> in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [support@pornhub.com](mailto:support@pornhub.com).

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

### **Entire Agreement**

The Terms of Service, our Privacy Policy, our Copyright Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

### **Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

### **Fees**

You acknowledge that the Website reserves the right to charge for its services and to change its fees from time to time in its discretion. Furthermore, in the event the Website terminates your rights to use the Website because of a breach of these Terms of Services, you shall not be entitled to the refund of any unused portion of subscription fees.

### **Miscellaneous**

No party, nor any of the parties' respective attorneys, shall be deemed the drafter of this agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between the parties.

Except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to this agreement. For the purpose of clarity, the Website's representatives, managers, partners, joint venturers, employees, and agents are intended third-party beneficiaries.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Service.

The headings in these Terms of Service are for convenience only and have no legal or contractual effect.

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on the Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination of the Terms of Service, you will no longer have a right to access your account or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back up of any of your Content. We will not be not responsible for deleting your Content. Note that, even if your Content is deleted from our active servers, it may remain in our archives (but we have no obligation to archive or back-up your Content), and subject to the licenses set forth in these Terms of Service.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

This document details important information regarding the use and disclosure of User Data collected on Pornhub.com

The security of your Data is very important to Pornhub.com and as such we take all appropriate steps to limit the risk that it may be lost, damaged or misused.

This site expressly and strictly limits its membership and/or viewing privileges to adults 18 years of age and over or having attained the age of majority in their community. All persons who do not meet its criteria are strictly forbidden from accessing or viewing the contents of this Site. We do not knowingly seek or collect any personal information or data from persons who have not attained the age of majority.

#### DATA COLLECTED

- Non-Registered users can watch videos without registering and without any information being collected and processed. However the visitor's IP address will be recorded in the event that there is any misappropriation of information and/or content.
- Registered Members: Registration is required for uploading videos, and accessing a number of other features. The following personal information is requested at the time of registration: username (required), and email address (required). Additional personal information, such as year of birth, relationship status and sexual orientation may be added on a voluntary basis after registration, for members interested in identifying and potentially contacting other members meeting specific criteria. All this data with the exception of the email address and IP address becomes publicly accessible information.
- Content Uploaded to the site: Any personal information or video content that you voluntarily disclose online becomes publicly available and can be collected and used by others.
- Cookies: When you visit Pornhub.com, we may send one or more cookies to your computer that uniquely identifies your browser session. Pornhub.com uses both session cookies and persistent cookies. If you remove your persistent cookie, some of the site's features may not function properly.
- Log File Information: When you visit Pornhub.com, our servers may automatically record certain information that your web browser sends such as your web request, IP address, browser type, browser language, referring URL, platform type, domain names and the date and time of your request.
- Emails: If you contact us, we may keep a record of that correspondence.

#### USES

- Your Personally identifiable information submitted to Pornhub.com is used to provide to the user the website's features and special personalized features.
- Your chosen username (not your email address) is displayed to other Users alongside the content you upload, including videos, comments, at, the messages you send through the Pornhub.com private mail, etc. Other Users can contact you through, private messages.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

- Any videos that you submit to PornHub.com may be redistributed through the internet and other media channels, and may be viewed by the general public.
- We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent.
- We may use your email address without further consent for non-marketing or administrative purposes (such as notifying you of key website changes or for customer service purposes).
- OPT-IN AND USER COMMUNICATION – Subscriber's expressly and specifically acknowledges and agrees that his email address or other means of communicating with subscriber may be used to send him offers, information or any other commercially oriented emails or other means of communications. More specifically, some offers may be presented to the subscriber via email campaigns or other means of communications with the option to express the subscriber's preference by either clicking or entering "accept" (alternatively "yes") or "decline" (alternatively "no"). By selecting or clicking the "accept" or "yes", the subscriber indicates that the subscriber "OPTS-IN" to that offer and thereby agrees and assents that the subscriber's personal information, including its email address and data may be used for that matter or disclosed to third-parties."
- OPT-OUT AND USER COMMUNICATION – Subscriber's expressly and specifically acknowledges and agrees that his email address or other means of communicating with subscriber may be used to send him offers, information or any other commercially oriented emails or other means of communications. More specifically, other offers may be presented to the subscriber via email campaigns or other means of communications with a pre-selected preference or choice. If the subscriber does not deselect the pre-selected preference of choice (i.e. "OPT-OUT" of the offer) then the site may transfer the subscriber's personal profile information to the third-party service or content provider making the offer. If the subscriber deselects the pre-selected preference then no personal information about the subscriber may be disclosed to any third-party service or content provider.
- We analyze aggregated user traffic information to help streamline our marketing and hosting operations and to improve the quality of the PornHub.com user-experience.

#### DISCLOSURE OF INFORMATION

- if under duty to do so PornHub.com may release data to comply with any legal obligation, or in order to enforce our Terms Of Service and other agreements; or to protect the rights, property or safety of PornHub.com or our subscribers or others. This includes exchanging information with other companies and organizations including the police and governmental authorities for the purposes of protection against fraud or any other kind of illegal activity whether or not identified in the Terms Of Service. It is PornHub.com's policy, whenever possible and legally permissible, to promptly notify you upon an obligation to supply data to any third party.
- Should you deliberately upload any illegal material PornHub.com shall forward all available information to all relevant authorities and this without notice. <br/>

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

- We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.

## SECURITY

Where we have given you (or where you have chosen a password) which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. PornHub.com uses commercially reasonable physical, managerial and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to PornHub.com and you do so at your own risk.

## YOUR RIGHTS

You are entitled to access and correct your Data by doing so directly on the website or by requesting us to do so via the Contact us section.

### *DMCA Notice of Copyright Infringement*

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the “**DMCA**”) or any other applicable intellectual property legislation or laws. Responses may include removing, blocking or disabling access to material claimed to be the subject of infringing activity, terminating the user’s access to www.pornhub.com (“**Pornhub**”), or all of the foregoing.

If you believe any material accessible on Pornhub infringes your copyright, you may submit a copyright infringement notification (see below, “Filing a DMCA Notice of Copyright Infringement” for instructions on filing such a notice). These requests should only be submitted by the copyright owner or an agent authorized to act on the owner’s behalf.

If we remove or disable access to material in response to such a notice, we will take reasonable steps to notify the user that uploaded the affected content material that we have removed or disabled access to so that the user has the opportunity to submit a counter notification (see below, “Counter-Notification Procedures” for instructions on filing a counter notification). It is our policy to document all notices of alleged infringement on which we act.

All copyright infringement notifications and counter-notifications must be written in English. Any attempted notifications written in foreign languages or using foreign characters may, at our discretion, be deemed non-compliant and disregarded.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

### *Filing a DMCA Notice of Copyright Infringement*

If you choose to request removal of content by submitting an infringement notification, please remember that you are initiating a legal process. **Do not make false claims. Misuse of this process may result in the suspension of your account or other legal consequences.**

You may notify Pornhub of alleged copyright infringement *via* our form found at <https://www.pornhub.com/information#dmcaform>. This form is designed to help you identify your content accurately and help speed up the process of content take-down.

We also accept free-form copyright infringement notifications. In that case, in accordance with the DMCA, the written notice (the "DMCA Notice") must include substantially the following:

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material. If your complaint does not contain the specific URL of the video you believe infringes your rights, we may be unable to locate and remove it. General information about the video, such as a channel URL or username, is typically not adequate. Please include the URL(s) of the exact video(s).
- Adequate information by which we, and the uploader(s) of any video(s) you remove, can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law..
- A statement that the information in the written notice is accurate, and under penalty of perjury, that you are the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
- Complete complaints require the physical or electronic signature of the copyright owner or a representative authorized to act on their behalf. To satisfy this requirement, you may type your full legal name to act as your signature at the bottom of your complaint.

Our designated Copyright Agent to receive DMCA Notices is:

Lawrence G. Walters  
Walters Law Group  
195 W. Pine Avenue  
Longwood, FL 32750  
Email: [copyright@pornhub.com](mailto:copyright@pornhub.com)

*Please do not send other inquiries or requests to our designated copyright agent. Absent prior express permission, our designated copyright agent is not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to receive valid DMCA Notices or Counter-Notices (as defined below) is expressly disclaimed.*

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on Pornhub is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

The copyright owner's name will be published on Pornhub in place of disabled content. This will become part of the public record of your DMCA Notice, along with your description of the work(s) allegedly infringed. All the information provided in a DMCA Notice, the actual DMCA Notice (including your personal information), or both may be forwarded to the uploader of the allegedly infringing content. By submitting a DMCA Notice, you consent to having your information revealed in this way.

#### *Counter-Notification Procedures*

If you have received a DMCA Notice and believe that material you posted on Pornhub was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**"). Counter notifications must be submitted by the video's original uploader or an agent authorized to act on their behalf.

Counter-notices must be sent to our designated agent:

Lawrence G. Walters  
Walters Law Group  
195 W. Pine Avenue  
Longwood, FL 32750  
Email: [copyright@pornhub.com](mailto:copyright@pornhub.com)

*Please do not send other inquiries or requests to our designated copyright agent. Absent prior express permission, our designated copyright agent is not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to receive valid DMCA Notices or Counter-Notices (as defined below) is expressly disclaimed.*

Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your name, address, phone number and physical or electronic signature;
- Identification of the allegedly infringing content and its location before removal or access to it was disabled;
- A statement under penalty of perjury that you believe in good faith that the content was removed by mistake or misidentification; and
- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which you are located (or if you are outside the U.S., for any judicial district in which the operator of Pornhub may be found), and that you will accept service of process from the person who originally provided us with the DMCA Notice or an agent of such person.

Last Modified: May 11, 2016

Screenshot: Jan 13, 2018

view-source:<https://web.archive.org/web/20180113170444/https://www.pornhub.com/information#terms>

We will not respond to counter notifications that do not meet the requirements above.

After we receive your Counter Notice, we will forward it to the party who submitted the original DMCA Notice and inform that party that the removed material may be restored after 10 business days but no later than 14 business days from the date we received your Counter Notice, unless our Designated Agent first receives notice from the party who filed the original DMCA Notice informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that when we forward your Counter Notice, it will include your personal information. By submitting a counter notification, you consent to having your information revealed in this way. We will not forward the counter notification to any party other than the original claimant or to law enforcement or parties that assist us with enforcing and protecting our rights.

Please be aware that if you knowingly materially misrepresent that material or activity on Pornhub was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

#### *Repeat Infringers*

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating or disabling, in appropriate circumstances and at our sole discretion, the accounts of users who are deemed to be repeat infringers. We may also at our sole discretion limit access to Pornhub, terminate or disable the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### *Video Fingerprinting*

We use MediaWise®, an automated audiovisual identification system, to assist us in identifying and blocking potentially infringing content from being uploaded by users. Videos uploaded to Pornhub are compared against a database of digital fingerprints. When a video is matched to a digital fingerprint, access to it is disabled. If you are interested in having your content digitally fingerprinted by the provider of the automated audiovisual identification system we use, please contact Vobile in one of the manners described at <http://www.vobileinc.com/contact/>.